



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

The tenant confirmed that her co-tenant, her mother, received Notice of the hearing, sent via registered mail.

Issue(s) to be Decided

Is the landlord entitled to an Order of possession for unpaid rent?

Is the landlord entitled to a monetary Order?

May the landlord retain the deposit paid by the tenants?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on November 1, 2011; rent is \$875.00 due on the first day of each month. A deposit in the sum of \$437.50 was paid.

The tenant confirmed receipt of a 10 Day Notice for Unpaid Rent issued on January, 3 2012. The notice was posted to the door on January 3, 2011.

Mutually Settled Agreement

The tenant has now paid January rent owed.

The tenant has not paid February, 2012, rent owed on the first day of the month. The tenant has since made a payment in the sum of \$563.00 and owes a balance in the sum of \$312.00.

The landlord agreed he would reinstate the tenancy should the tenant pay the February rent arrears in the sum of \$312.00 by February 29, 2012. The tenant agreed to also pay the \$50.00 filing fee by February 29, 2012.

The parties agreed the landlord will issued a monetary order in the sum of \$312.00 for February, 2012, rent arrears; plus the \$50.00 filing fee.

The tenant agreed that the landlord will be issued an Order of possession that will be enforceable should the tenant fail to pay the February rent, as agreed and, if the tenant fail to make the rent payment due on March 1, 2012.

If the tenant pays the February rent arrears and filing fee by February 29, 2012, and makes the March rent payment, in full, on March 1, 2012, the Order of possession will be of no force or effect.

Conclusion

By agreement, the landlord has been granted an Order of Possession that is effective February 29, 2012; if the February, 2012, rent arrears and \$50.00 filing fee are not paid by that date.

If the tenant fails to pay March 1, 2012, rent owed, in full; the landlord may serve the tenant with the Order of possession.

If the tenant pays the February rent arrears and filing fee by February 29, 2012, and pays March, 2012, rent in full on March 1, 2012, the order of possession is of no force or effect.

By agreement the landlord has established a monetary claim, in the amount of \$362.00, which is comprised of unpaid February 2012, rent and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution. A monetary Order has been issued to the landlord.

If the tenancy ends I find that the landlord may retain \$362.00 from the deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 07, 2012.

Residential Tenancy Branch